

REMARKS

Claims 1-22 are pending in the present application prior to entry of this Amendment. This amendment cancels the original claims and adds 67 new claims. In the new claim set, claims 23, 38, 50, 61 and 75 are independent. A fee of \$168 is submitted for the two additional independent claims and a fee of \$810 is submitted to cover the additional 45 total claims not already covered by the original filing fee. Accordingly, \$978 is submitted herewith to cover the charges associated with the additional claims. If it is determined that this amount is insufficient or excessive, please charge the provided credit card the appropriate amount.

Claims 1-22 were rejected as containing subject matter that was not described in the specification in such a way as to reasonably convey to one skilled in the art that the inventor(s), at the time of filing, had possession of the claimed invention. The applicants respectfully traverse the Examiner's assertion. However, the issue is now moot because by this amendment, the rejected language, "using the same transaction medium, without requiring a separate secure medium channel", has been removed from all claims.

Additionally, Claims 1-22 were rejected under 35 U.S.C. 102(b) as being unpatentable over *Rose et al.* (U.S. 5,757,917). The applicants submit that new independent claims 23, 38, 50, 61 and 75 are patentable over the cited prior art. Generally speaking, these claims are directed to various novel aspects, such as, for example, enabling a seller to choose the payment instrument types offered to a buyer, separately approving the seller to offer each selected payment type, placing the seller into tiered risk categories, allowing the seller to select from a plurality of disbursement instruments, and branding a payment enabler. The applicants assert that these features are not disclosed, suggested, or taught by *Rose*.

Turning now to the first newly submitted independent claim, claim 23 is generally directed to enabling a seller to choose the payment instrument types offered to a buyer. As shown below, independent claim 23 has the following features:

providing, over the computer network, the seller with a first plurality of payment instrument types;

receiving, over the computer network, a selection of a second plurality of payment instrument types that the seller chooses from the first plurality of payment instrument types;

receiving, over the computer network, a referral for payment processing;
receiving, over the computer network, buyer registration information of a payment instrument corresponding to one of the second plurality of payment instrument types;

To contrast, *Rose* merely describes a "payment service that can process a charge to the user using the conventional, commercially available credit card system" as stated in column 11 line 55. *Rose* also states in column 5 line 61 that an "issuer bank may process a debit to a bank account of the buyer **instead of** sending a credit card bill." Additionally, *Rose* in column 5 line 61 also states "[a]lternatively, the issuer bank may send the buyer a bill (other than a credit card bill)." *Rose* does not teach or even suggest that the seller should be allowed to choose payment instruments offered to a buyer. Instead, *Rose* teaches away from offering multiple payment instruments.

Nevertheless, the examiner asserts that *Rose* discloses, as being inherent, for the seller to choose any selected payment instrument, for example: Visa, Mastercard, American Express, or Discover, as the seller's pre-selected payment instruments for receiving funds. However, a payment instrument is defined in the present application as a separate financial instrument, whereas credit cards are merely one type of a financial instrument (see application page 9 line 31-33 and page 10 lines 1-2). Payment instruments include the unrelated financial instruments of flash cash, a credit card, a bank account, a virtual private payment account, or a physical check. As shown, *Rose* contemplates the use of only one payment instrument and does not teach allowing the seller to choose a plurality of payment instruments that a seller may desire to offer to a potential buyer.

Clearly, enabling the seller to choose the payment instruments that the seller will accept allows the seller to extend the possible customer base. Some customers may need the flexibility of multiple payment instrument types depending on their specific situation. However, each different payment instrument may cost the seller differing amounts to accept depending on the cost associated with processing that instrument. Nevertheless, a seller may desire to pay more in

processing charges to reach a broader customer base. In addition, enabling multiple payment instruments is technically more complex since each payment instrument necessitates other payment processing mechanisms as shown with reference to FIG. 2 of the present application. Nonetheless, offering the seller the option of selecting a plurality of instrument types is a clear advantage over the prior art. As shown, the feature of enabling the seller to choose the payment instruments offered of claim 23 is not disclosed, taught or suggested by *Rose*, and thus, claim 23 should be allowable.

Turning to the next independent claim, claim 38 contemplates approving the seller for each payment instrument that the seller may be allowed to accept as described in the present application on page 42 lines 29-34. Accordingly, independent claim 38 includes this feature as shown below:

receiving, over the computer network, a selection of a second plurality of payment instrument types that the seller chooses from the first plurality of payment instrument types as to define selected payment types;

receiving underwriting assessment information from the seller;

based upon consideration of the underwriting assessment information, separately approving each of the selected payment instrument types as to define approved payment instrument types;

displaying the approved payment instrument types to the buyer;

Although *Rose* generally underwrites the seller for creditworthiness, as described on column 6 lines 5-6, *Rose* does not contemplate in any manner the separate underwriting for each payment instrument type. Rather, *Rose* merely contemplates a blanket underwriting based on the seller's creditworthiness. It should be understood, however, that a transaction specific instrument, such as "flash cash" described on pages 22 and 23 of the present application, poses less risk to a buyer than does providing access to bank account information or credit card information. Consequently, a seller with a criminal history or poor credit may be approved to offer a cash based payment instrument but not any other payment instrument type. Therefore, it is clearly an advantage for the seller, who may not have any creditworthiness at all, to undergo separate underwriting process for each payment instrument type with which the seller transacts business.

As shown, this feature of separately approving each offered payment instrument type of claim 38 is not disclosed, taught or suggested by *Rose*, and thus, claim 38 should be allowable.

Turning now to another feature of the present invention, the seller is placed into a tiered risk category. The tiered risk category then determines a maximum amount of money the seller can receive per transaction as described in page 45 lines 7 through 19 of the present application. This feature is claimed in the newly submitted claim 50 as shown below:

receiving underwriting assessment information from the seller;
based upon consideration of the underwriting assessment information,
placing the seller into a tiered risk category;
based upon the tiered risk category, determining a maximum amount of money
the seller can receive through a payment instrument for a single transaction;

As previously stated, *Rose*, on column 6 lines 5-6, does underwrite the seller for credit worthiness. However, *Rose* does not contemplate placing the seller in a tiered risk category. *Rose* merely contemplates either blanket approval or rejection based on the seller's creditworthiness. However, more risk is associated with a million dollar transaction than with a ten dollar transaction. Therefore, it is an advantage for the seller, who may not have any creditworthiness and therefore be denied approval, to be placed in an appropriate tier and limit the amount of money the seller can receive in one transaction. As shown, this feature of categorizing the seller into tiered risk categories is not disclosed, taught or suggested by *Rose* and should render claim 50 allowable.

In yet another feature of the present invention, the seller chooses the desired disbursement instrument from a plurality of disbursement types as described on page 10 lines 7 through 14 of the present application. Accordingly, independent claim 61 includes this feature as shown below:

receiving, over a computer network, seller registration information for a plurality
of disbursement instruments;
receiving, over a computer network, a selected disbursement instrument from the
plurality of disbursement instruments;

ordering a second transfer of a disbursement amount of money to the seller
through the selected disbursement instrument.

Rose contemplates that the settlement system will arrange payment to the seller as stated in column 11 lines 40-44. Nevertheless, only one deposit mechanism is described: a direct deposit into the seller's account. However, a seller may desire to have a choice of multiple deposit options and to be able to select the preferred option for each transaction. For example, a seller may not even have a bank account and may desire to receive a paper check. Alternatively, it may be expedient when performing numerous transactions to use a virtual private account rather than accumulating numerous bank processing fees, especially when that bank account may be the seller's private personal account rather than a business account. As shown, the feature of allowing the seller to select a disbursement instrument of claim 61 is not disclosed, taught or suggested by *Rose* and thus, claim 61 should be allowable.

In yet another aspect of the present invention, the payment enabler is branded so that the buyer does not realize that a payment enabler is handling the financial transaction rather than the seller as described on page 38 lines 24 through 30. Accordingly, independent claim 75 includes this feature not described in *Rose* as follows:

branding the payment enabler similar to the requesting web site to create an appearance that the payment enabler is operated by the requesting web site;


Rose simply does not contemplate branding in any manner. Consequently, branding is not disclosed, taught or suggested by *Rose* and should render claim 75 allowable.

Accordingly, in view of the foregoing, the features claimed in the newly submitted claims are not described, suggested, or taught by *Rose*, and consequently, all of the claims should be allowable. In addition, the change to specification merely adds references to certain patent applications and the applicants submit that no new matter is added by any amendment herein.

CONCLUSION

The foregoing is submitted as a full and complete response to the Official Action mailed October 31, 2002 as required by 37 C.F.R. §1.114. Accordingly, the applicants respectfully request entry of the above amendments under Rule 1.114(c). Additionally, the applicants request consideration of the IDS submitted on November 8, 2002. If any issues remain that can be resolved by telephone, the Examiner is respectfully requested to contact the undersigned at (404) 233-7000.

Respectfully submitted,


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